Lumber Co., 64 Wis. 616, 25 N. W. 552, 54 Am. Rep. 649; Felton *v.* Deall, 22 Vt. 170, 54 Am. Dec. 61; Bryant *v.* Wardel, 2 Exch. 479). The car was furnished for the use of a particular person for a particular service, and while its full use and enjoyment for that purpose was implied, the defendant did not contract for or assent to its use by the plaintiff, who at most was only a licensee to whom it owed no duty except to refrain from wanton and reckless acts on the part of its servant in driving the car, which are not charged in the declaration or shown by the evidence (Freeman *v.* United Fruit Co., 223 Mass. 300, 111 N. E. 789; Walker *v.* Fuller, 223 Mass. —, 112 N. E. 230; McColligan *v.* Penn. R. R., 214 Pa. 229, 63 Atl. 792, 6 L. R. A., N. S., 544, 112 Am. St. Rep. 739; Felton *v.* Deall, 22 Vt. 170, 54 Am. Dec. 61; Smith *v.* Bailey, 1891, 2 Q. B. 403, 3 R. C. L. Bailments, sec. 32). The request for instructions to the jury that 'upon all the evidence the jury must find for the defendant' and 'that there is no evidence for your consideration of negligence on the part of the defendant, the R. & L. Company' should have been given."

Bills, Notes and Checks—Promissory Note—Statement of Transaction Giving Rise to Instrument—First Nat. Bank v. Barrett (Mont.), 157 Pac. 951.—In the principal case the following instrument was held to be a negotiable promissory note:

"Stockholders' Purchasing Contract.

Nov. 15th, 1910.

After a good and satisfactory examination of the Percheron stallion named Bobino No. 33674, owned by C. W. Green, of Miles City, Mont., and recognizing his value as a means of improving our horse stock, we, the undersigned subscribers, hereby purchase said stallion of C. W. Green accordingly, and we hereby authorize the delivery of said horse to any one of the subscribers hereto.

$3,600.00.

Miles City, Mont.
Nov. 15th, 1910.

For value received I promise to pay to the order of C. W. Green the sum of thirty-six hundred dollars, payable at the First National Bank of Miles City, Montana, in payments as follows:

Thirty-Six Hundred Dollars, Nov. 15th, 1911.
..... 191—.
..... 191—.

with interest from date at the rate of 8 per cent, payable semi-annually, and if not so paid, the whole sum of both principal and interest to become due and collectible at the option of the holder hereof, and in case suit or action is instituted to collect payment I agree to pay reasonable attorney fees. M. Barrett, James F. Blair,

W. G. Blair, Nay & Jacobs, James Mansfield, John Thoma, Frank Esterwold, M. K. Davison, James Elmose Co., J. R. Scott."

The following extract is from the opinion:

"Respondent's counsel direct our attention to the fact that the promise to pay is coupled with an order for the delivery of the horse. Even so, it does not affect the negotiable character of the instrument. It still meets every requirement of the definition contained in § 6032 above.

The statement of our reason for the decision in State *v.* Mitton (37 Mont. 366, 96 Pac. 926, 127 Am. St. Rep. 732) is not as clear as it might have been, though the correctness of the conclusion upon the character of the instrument there involved cannot be questioned. That writing contained an order for school supplies to be shipped 'subject to approval,' and this clearly rendered the promise to pay conditional—conditioned upon the approval of the goods ordered. The decision in Cornish *v.* Woolverton (32 Mont. 456, 81 Pac. 4, 108 Am. St. Rep. 598), was rendered under a different statute and is not in point here. The writing in question is a negotiable promissory note within the meaning of our Code."

Bills, Notes and Checks—Negotiability of Note—Effect of Indorsed Words "As per Contract"—Snelling State Bank v. Clasen (Minn.), 157 N. W. 643.—In the principal the Minnesota supreme court held that "the words 'as per contract,' written on the back of a note at the time of its execution, under which the payee indorses at the time of the negotiation, do not affect the negotiability of the note."

It was further held that "such words cannot be overlooked by the purchaser; but when a contract accompanies the note and passes to the purchaser, the contract not giving the maker a defense, he is not charged by such words with knowledge of another agreement giving a defense." The court said in part:

"The presence of the words 'as per contract' on the back of the note did not affect its negotiability, using the word 'negotiability' in its large sense as including the passing of title free of equities in favor of the maker and against the payee, as well as the transfer of title by indorsement; that is, the right of a bona fide purchaser for value before maturity and in due course of business was not affected. It is essential to the negotiability of an instrument that the promise be to pay a definite sum in money, absolutely and not contingently, and generally and not out of a particular fund (Hillstrom *v.* Anderson, 46 Minn. 382, 49 N. W. 187). A recital of the consideration does not destroy negotiability (Wright *v.* Traver, 73 Mich. 493, 41 N. W. 517, 3 L. R. A. 50; Clanin *v.* Esterly, etc., Co., 118 Ind. 372, 21 N. E. 35, 3 L. R. A. 863; Hillstrom *v.* Anderson, 46 Minn. 382, 49 N. W. 187, 7 Cyc. 580). In Taylor *v.* Curry (109 Mass. 36, 12 Am. Rep. 661) the words 'on policy No. 33,386,' written on the face of the note,